

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to obtain a Monetary Order for the return of the security deposit and to recover the cost of the filing fee from the Landlord for this application.

Service of the hearing documents, by the Tenant to the Landlords, was done in accordance with section 89 of the *Act*, sent via registered mail on November 17, 2009. Mail receipt numbers were provided in the Tenant's evidence. The Landlords are deemed to be served the hearing documents on November 22, 2009, the fifth day after they were mailed as per section 90(a) of the *Act*.

The Tenant appeared, gave affirmed testimony, was provided the opportunity to present his evidence orally, in writing, and in documentary form.

Issues(s) to be Decided

Is the Tenant entitled to a Monetary Order for the return of double his security deposit in accordance with sections 38 and 67 of the *Residential Tenancy Act*?

Background and Evidence

The month to month verbal tenancy agreement began on approximately October 1, 2008 and ended in June 2009. The monthly rent was payable on the first of each month in the amount of \$780.00 and the Tenant paid a security deposit of \$390.00 on or before October 1, 2008.

The Tenant testified that he moved out of the rental unit approximately one week before he hired someone to clean the unit on June 14, 2009. The Tenant noted on his application that he asked for the return of his security deposit after he had the rental unit cleaned and the Landlord told the Tenant he was not returning the deposit.

Analysis

All of the testimony and documentary evidence was carefully considered.

The Tenant has applied for the return of double the security deposit; however the Tenant has not met the burden of proving that he gave the Landlord(s) his forwarding address in writing, as required by the Residential Tenancy Act, prior to applying for dispute resolution.

The burden of proving a claim lies with the person making the claim and when it is just that person's word, that burden of proof is not met.

Therefore in the absence of any proof that a forwarding address in writing was given to the Landlords, it is my finding that, at the time that the Tenant applied for dispute resolution, the Landlord(s) were under no obligation to return the security deposit and therefore this application is premature.

At the hearing the Tenant confirmed that the address listed on the application for dispute resolution is his present forwarding address; therefore the Landlord(s) are now considered to have received the forwarding address in writing as of today March 19, 2010.

I therefore dismiss the Tenant's claim, with leave to re-apply, if the Landlords do not return his security deposit within fifteen days from today, in accordance with section 38 of the *Residential Tenancy Act*.

I decline to award the Tenant recovery of the filing fee as the application has been dismissed.

Conclusion

I HEREBY DISMISS the Tenant's application, with leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 19, 2010.

Dispute Resolution Officer